## Entered on Docket February 08, 2011

GLORIA L. FRANKLIN, CLERK
U.S BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

1 ERICA T. LOFTIS, #259286 MALCOLM ♦ CISNEROS, A Law Corporation fine following constitutes 2 2112 Business Center Drive, Second Floor the order of the court. Signed February 07, 2011 Irvine, California 92612 3 (949) 252-9400 (TELEPHONE) (949) 252-1032 (FACSIMILE) 4 Email: erica.loftis@mclaw.org Roger L. Efremsky 5 U.S. Bankruptcy Judge Attorneys for Movant 6 7 UNITED STATES BANKRUPTCY COURT 8 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION 9 In re Bankruptcy No. 09-70231 10 Roberto Jose Martinez, Sr. and Lina Socorro) Martinez, RS No. AMC-149 11 Debtors. 12 Chapter 13 JPMorgan Chase Bank, National Association, and 13 ORDER REQUIRING ADEQUATE its successors and/or assignees, **PROTECTION** 14 Movant, 15 HEARING DATE: VS. DATE: May 28, 2010 TIME: 11:00 a.m. 16 TIME: Roberto Jose Martinez, Sr. and Lina Socorro CTRM: 201 Martinez, Debtors, and Martha G. Bronitsky, 17 Trustee, 18 Respondents. 19

A Motion For Relief From The Automatic Stay was noticed in the within matter and filed by JPMorgan Chase Bank, National Association, and its successors and/or assignees ("Movant"). Said Motion was initially heard before the Honorable Leslie J. Tchaikovsky, United States Bankruptcy Judge on May 28, 2010. The bankruptcy case has been reassigned to the Honorable Roger L. Efremsky, United States Bankruptcy Judge on September 1, 2010.

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The Court having read the various pleadings, documents and proceedings herein and considered oral argument, and having found cause to order adequate protection does hereby makes its order as follows:

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## IT IS HEREBY ORDERED THAT:

- This Order affects the real property commonly known as: 2366 Maricopa
   Avenue Richmond, CA 94804 ("the Property").
- 2. The Debtors shall make regular monthly payments in the amount of \$2,217.58 commencing February 1, 2011. The amount of these payments may be subject to change under the terms of the parties' original agreements. All payments due Movant hereunder shall be paid to Movant at the following address:

Chase Home Finance

Attention: OH4-7133

3415 Vision Drive

Columbus OH 43219

- 3. The Debtors' post-petition default computed through January 11, 2011 is in the sum of \$13,815.89, including the January 2011 monthly payment. Amount may be adjusted according to proof.
- 4. The Debtors shall make monthly adequate protection payments in the amount of \$1151.32 commencing February 15, 2011 and continuing thereafter through and including January 15, 2012.
- 5. The Debtors shall maintain insurance coverage on the property and shall remain current on all taxes that fall due post-petition with regard to the property.
- 6. Upon any default in the foregoing terms and conditions, Movant shall serve written notice of default to Debtors, and any attorney for Debtors. If Debtors fail to cure the default within 10 days after mailing of such written notice, Movant shall give telephonic notice to any attorney for Debtors and may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the Court may grant without further notice or hearing.
- 7. Notwithstanding anything contained herein to the contrary, the Debtors shall be entitled to a maximum of three (3) notices of default and opportunities to cure pursuant to the preceding paragraph. Once Debtors have defaulted this number of times on the obligations imposed

by this Order and has been served with this number of notices of default, Movant shall be relieved of any obligation to serve additional notices of default and provide additional opportunities to cure. If an event of default occurs thereafter, Movant shall be entitled, without first serving a notice of default and providing the Debtors with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Debtors' failures to perform hereunder, together with a proposed order terminating the stay, which the Court may enter without further notice or hearing.

- 8. The foregoing terms and conditions shall be binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, the foregoing terms and conditions shall cease to be binding and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtors.
- 9. If Movant obtains relief from stay based on Debtors' defaults hereunder, the order granting that relief shall contain a waiver of the 14-day stay created by Federal Rule of Bankruptcy Procedure 4001(a)(3).
- 10. Movant may accept any and all payments made pursuant to this Order without prejudice to or waiver of any rights or remedies to which it would otherwise have been entitled under applicable non-bankruptcy law.

## APPROVED AS TO FORM AND CONTENT:

DATED: February 3, 2011	DATED: February 3, 2011
/s/ Corrine Bielejeski Corrine Bielejeski Law Offices of Corrine Bielejeski Attorney for Debtors	/s/Erica T. Loftis Erica T. Loftis MALCOLM ♦ CISNEROS, A Law Corporation Attorney for Movant

\*\* END OF ORDER \*\*

## Roberto Jose Martinez, Sr. Lina Socorro Martinez 2366 Maricopa Avenue Richmond, CA 94804 Corrine Bielejeski 1 Kaiser Plaza #480 Oakland, CA 94612 Martha G. Bronitsky PO Box 5004 Hayward, CA 94540 MALCOLM ♦ CISNEROS 2112 Business Center Drive Second Floor Irvine, CA 92612

COURT SERVICE LIST